

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3

4 TESSERA, INC., No. C 12-692 CW
5 Plaintiff, ORDER GRANTING
6 v. MOTION TO SEAL
(Docket No. 194)

7 MOTOROLA, INC.; QUALCOMM, INC.;
8 FREESCALE SEMICONDUCTOR, INC.;
9 ATI TECHNOLOGIES, INC.; and ATI
TECHNOLOGIES ULC,

10 Defendants.
11 _____ /
12

13 Defendant Qualcomm, Inc. moves on behalf of itself, Freescale
14 Semiconductor, Inc., Advanced Micro Devices, Inc., ATI
15 Technologies ULC, Spansion, Inc., Spansion Technology, Inc.,
16 Spansion, LLC, STMicroelectronics, Inc., and STMicroelectronics
17 N.V. to seal to Exhibit A to the Declaration of David H. Dolkas in
18 support of their motion for partial summary judgment and portions
19 of their memorandum of points and authorities that cite and quote
20 from Exhibit A. Exhibit A contains a license agreement entered
21 into by Tessera, Inc. and third-party Motorola, Inc. Tessera and
22 Motorola Mobility LLC, previously a segment of Motorola, Inc. and
23 successor-in-interest to the rights of Motorola, Inc. under the
24 license agreement, have submitted declarations in support of the
25 motion to seal. See Docket Nos. 196 and 197.

26 The parties seek to seal records connected to a dispositive
27 motion. To establish that the documents are sealable, the party
28 who has designated them as confidential "must overcome a strong
presumption of access by showing that 'compelling reasons

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1 supported by specific factual findings . . . outweigh the general
2 history of access and the public policies favoring disclosure.”
3 Pintos v. Pac. Creditors Ass’n, 605 F.3d 665, 679 (9th Cir. 2010)
4 (citation omitted). Cf. id. at 678 (explaining that a less
5 stringent “good cause” standard is applied to sealed discovery
6 documents attached to non-dispositive motions). This cannot be
7 established simply by showing that the document is subject to a
8 protective order or by stating in general terms that the material
9 is considered to be confidential, but rather must be supported by
10 a sworn declaration demonstrating with particularity the need to
11 file each document under seal. Civil Local Rule 79-5(a).

12 Motorola Mobility attests that public disclosure of the
13 license agreement would place it a competitive disadvantage in
14 entering into future license agreements by providing others in the
15 market with “information that they would otherwise not have about
16 Motorola Mobility’s licensing terms and practices that would
17 provide” them with “a strategic negotiation advantage.” Miller
18 Decl. ¶ 8. It further attests that it operates in a “highly
19 competitive market” and that public disclosure would give its
20 competitors information about its licensing practices and “insight
21 regarding costs associated with Motorola Mobility’s products” that
22 would grant the competitors a “strategic advantage in terms of
23 competing against Motorola Mobility in the market.” Id. at ¶ 9.

24 Having reviewed Exhibit A and the memorandum of points and
25 authorities, the Court concludes that Motorola Mobility has
26 established that Exhibit A and the references thereto in the
27 memorandum are sealable. Accordingly, Qualcomm’s motion to file
28 under seal is GRANTED (Docket No. 194). Within three days of the

1 date of this Order, Qualcomm shall electronically file under seal
2 Exhibit A and the unredacted memorandum of points and authorities
3 and shall file the redacted memorandum in the public record.

4 IT IS SO ORDERED.

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6 Dated: 8/10/2012


CLAUDIA WILKEN
United States District Judge